



commissioner concerning the charges pending against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to, any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in

the event that any court of law deems this Agreement or any portion thereof void or unenforceable.

5. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

6. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

7. The State Board of Registration for the Healing Arts (the "Board") is an agency of the State of Missouri created and established pursuant to § 334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

8. Respondent Mark Ludwig, M.D. ("Licensee"), is licensed by the Board as a physician and surgeon, license number R7735. Said license was first issued on July 1, 1977. Licensee's certificate of registration is current, and was current and active at all times mentioned herein.

9. At the time of the acts and events alleged herein, Licensee was working in the Emergency Department at Belton Research Hospital in Belton, Missouri.

10. On or about August 11, 1999, at approximately 11:30 p.m., patient M.W. presented for treatment in the Emergency Department with symptoms of shortness of breath, swelling in the legs and intermittent chest pain and diaphoresis. This patient also had a history of hypertension.

11. Blood tests showed that the patient had a slightly low potassium level and that her cardiac enzymes were elevated, in that the CPK was 274, the Troponin level was 1.2 and the Myoglobin was 176.

12. The patient's EKG showed atrial fibrillation.

13. The patient was diagnosed with chest wall pain and atrial fibrillation but was not thoroughly assessed for unstable angina or acute myocardial infarction nor was hospital admission sought for further observation.

14. Licensee ordered Cardizem, Tylenol and aspirin and discharged the patient from the Emergency Department at approximately 1:00 a.m. on August 12, 1999.

15. The patient died two days later from acute myocardial infarction.

16. The care rendered by licensee to M.W. in the Emergency Department was below the standard of care for an emergency room physician.

17. In assessing, diagnosing and treating M.W., Licensee failed to use the degree of skill and learning ordinarily used under the same or similar circumstances by members of his profession.

#### JOINT PROPOSED CONCLUSIONS OF LAW

18. Cause exists to discipline Respondent's license pursuant to § 334.100.2(5), RSMo 2000, which provides, in pertinent part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate of registration or authority, permit or license for any one or any combination of the following causes:

. . . .

(5) Any conduct or practice which is or might be harmful or dangerous to the mental or physical health of a patient or the public; or incompetency, gross negligence or repeated negligence in the performance of the functions or duties of any profession licensed or regulated by this chapter. For the purposes of this subdivision, "**repeated negligence**" means the failure, on more than one occasion, to use that degree of skill and learning ordinarily used under the same or similar circumstances by the member of the applicant's or licensee's profession;

. . . .

## II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of Section 621.110, RSMo 1994. This Agreement will be effective immediately on the date entered and finalized by the Board.

1. The license to practice the healing arts, number R7735, issued to Licensee is hereby PUBLICLY REPRIMANDED; and

2. Licensee is further required to attend an additional 25 hours of Category I, IA or 2A continuing medical education (CME) in cardiovascular management. Licensee shall provide the Board with written proof of attendance at and satisfactory completion of the CME coursework within thirty (30) days of completion of the coursework. These hours shall be in addition to the number of mandatory CME hours required for Licensee to renew his license. Licensee agrees to attend the additional continuing education programs within twelve (12) months of the effective date of this Agreement.

In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

Mark A. Ludwig 13 Sep 01  
Mark A. Ludwig, M.D. date

BOARD

Tina Steinman 10/26/01  
Tina Steinman date  
Executive Director

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Attorneys for Board

EFFECTIVE THIS 26 DAY OF October, 2001.